

# **EXHIBIT 7**

# **PUBLIC**

1 UNITED STATES DISTRICT COURT

2 EASTERN DISTRICT OF VIRGINIA

3 ALEXANDRIA DIVISION

4 - - - - - x

5 UNITED STATES, et al., :

6 Plaintiffs, :

7 v. : Case No.

8 GOOGLE, LLC, : 1:23-cv-00108

9 Defendant. :

10 - - - - - x

11 Friday, March 1, 2024

12 Washington, D.C.

13 Job No. CS6488397

14 Videotaped Deposition of:

15 KENNETH WILBUR,

16 called for oral examination by counsel for the

17 Defendant, pursuant to notice, at the United States

18 Department of Justice, Antitrust Division, 450 Fifth

19 Street, Northwest, Suite 11-248, Washington,

20 D.C. 20001, before Christina S. Hotsko, RPR, CRR, of

21 Veritext Legal Solutions, a Notary Public in and for

22 the District of Columbia, beginning at 9:38 a.m.,

when were present on behalf of the respective

parties:

<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES</p> <p>2 On behalf of Plaintiffs:</p> <p>3 MICHAEL WOLIN, ESQUIRE</p> <p>4 MILOSZ GUDZOWSKI, ESQUIRE</p> <p>5 United States Department of Justice</p> <p>6 Antitrust Division</p> <p>7 450 Fifth Street, Northwest, Suite 11-248</p> <p>8 Washington, D.C. 20001</p> <p>9 (202) 307-0924</p> <p>10 michael.wolin@usdoj.gov</p> <p>11</p> <p>12 On behalf of Defendant:</p> <p>13 DANIEL S. BITTON, ESQUIRE</p> <p>14 NEELESH MOORTHY, ESQUIRE</p> <p>15 Axinn, Veltrop &amp; Harkrider, LLP</p> <p>16 55 Second Street</p> <p>17 San Francisco, California 94105</p> <p>18 (415) 490-2000</p> <p>19 dbitton@axinn.com</p> <p>20 CHRISTOPHER ERICKSON, ESQUIRE</p> <p>21 Axinn, Veltrop &amp; Harkrider, LLP</p> <p>22 114 West 47th Street</p> <p>New York, New York 10036</p> <p>(212) 728-2200</p> <p>cerickson@axinn.com</p> <p>15</p> <p>KENINA J. LEE, ESQUIRE</p> <p>16 Axinn, Veltrop &amp; Harkrider, LLP</p> <p>17 1901 L Street, Northwest</p> <p>18 Washington, D.C. 20036</p> <p>19 (202) 912-4700</p> <p>20 klee@axinn.com</p> <p>21</p> <p>Also Present:</p> <p>22 David Campbell, Video Technician</p> <p>Craig Peters, Economist, DOJ Antitrust Division</p> <p>Emily Reed, DOJ Antitrust Division</p> <p>Samuel Whitthorne, DOJ Antitrust Division</p> <p>Sameer Ali, DOJ Antitrust Division</p>	<p style="text-align: right;">Page 4</p> <p>1 CONTENTS</p> <p>2 EXAMINATION BY: PAGE</p> <p>3 Counsel for Defendant 08</p> <p>4 Counsel for Plaintiffs 343</p> <p>5</p> <p>6 WILBUR DEPOSITION EXHIBITS: PAGE</p> <p>7 Exhibit 1 Wilbur Expert Report 12</p> <p>8 Exhibit 2 Wilbur Errata 13</p> <p>9 Exhibit 3 Article, Designing distributed ledger technologies, like 43</p> <p>10 Blockchain, for advertising markets</p> <p>11</p> <p>12 Exhibit 4 ads.txt file for Nextdoor 145</p> <p>13 Exhibit 5 ads.txt file for Twitch.tv 149</p> <p>14 Exhibit 6 Printout of Website, Google Display Network 164</p> <p>15 Exhibit 7 Ghose Expert Report 172</p> <p>16 Exhibit 8 Article, Inefficiencies in Digital Advertising Markets 203</p> <p>17</p> <p>18 Exhibit 9 Figures 6 and 7 216</p> <p>19 Exhibit 10 Facebook Ads Benchmark Report by Tinuiti From Second Quarter of 2020 229</p> <p>20</p> <p>21 Exhibit 11 Wall Street Journal Article, Where Advertisers Boycotting Facebook are Spending Their Money Instead, June 2020 238</p> <p>22</p>
<p style="text-align: right;">Page 3</p> <p>1 APPEARANCES CONTINUED</p> <p>2 Also Present (Via Zoom):</p> <p>3 Haris Tabakovic</p> <p>4 Julia Wood</p> <p>5 Nancy Wang</p> <p>6 Elizabeth Maxeiner</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>	<p style="text-align: right;">Page 5</p> <p>1 WILBUR DEPOSITION EXHIBITS: PAGE</p> <p>2 Exhibit 12 Bradbury Deposition Testimony 252</p> <p>3 Exhibit 13 Semrush Blog, Display ads: What they are, types, and how they work, October 2023 301</p> <p>4</p> <p>5 Exhibit 14 Academic Paper 306</p> <p>6 Exhibit 15 Glogovsky Deposition Testimony 313</p> <p>7 Exhibit 16 LinkedIn Article 319</p> <p>8 Exhibit 17 CMO Survey 327</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>

<p style="text-align: right;">Page 98</p> <p>1 advertising formats are interchangeable from an  2 advertiser's perspective by determining whether  3 they are very similar?  4 MR. WOLIN: Objection to form.  5 THE WITNESS: I don't think I've stated  6 that opinion.  7 BY MR. BITTON:  8 Q. Your opinions as to whether digital ad  9 formats are interchangeable are based on the  10 definition of "interchangeable" from the Oxford  11 English Dictionary that says interchangeable means  12 very similar, right?  13 MR. WOLIN: Objection to form.  14 THE WITNESS: Well, as we've covered  15 several times, I tried to understand clearly what  16 Professor Ghose's opinions expressed in his report  17 were, since he did not define his key  18 term "interchangeable." And I believe his usage  19 of the word "interchangeable" is consistent with  20 the definition provided in the Oxford English  21 Dictionary.  22 So the arguments about interchangeability</p>	<p style="text-align: right;">Page 100</p> <p>1 What I can say with confidence is that  2 the evidence presented in Professor Ghose's report  3 and Dr. Israel's report related to advertisers  4 switching between formats definitely do not  5 approach proving that the distinct formats are  6 interchangeable.  7 That is not the same as saying that some  8 type of evidence -- or that any type of evidence  9 of switching would be entirely irrelevant to  10 attempts to prove some type of claim about  11 interchangeability.  12 BY MR. BITTON:  13 Q. Did you conduct -- well, strike that.  14 Did you do any analysis of your own to  15 determine the cross-elasticity of demand between  16 digital advertising formats to determine whether  17 they were interchangeable?  18 MR. WOLIN: Objection to form.  19 THE WITNESS: I don't believe that I was  20 retained for that, so -- and I didn't find that to  21 be necessary to form the opinions that I expressed  22 in my report.</p>
<p style="text-align: right;">Page 99</p> <p>1 that I was asked to evaluate, I tried to clarify  2 what I believe they mean, and that's where the  3 term "very similar" comes into play.  4 BY MR. BITTON:  5 Q. Okay. Did you conduct your own analyses  6 of the degree to which advertisers switch between  7 digital ad formats to determine whether they were  8 interchangeable?  9 MR. WOLIN: Objection to form.  10 THE WITNESS: I don't believe that  11 advertisers switching between formats can prove  12 that distinct advertising formats are  13 interchangeable, as I've argued in the report.  14 BY MR. BITTON:  15 Q. Do you believe that advertisers switching  16 between ad formats is relevant to the  17 determination of whether distinct advertising  18 formats are interchangeable?  19 MR. WOLIN: Objection to form.  20 THE WITNESS: Forgive my slow answer.  21 I'm trying to think carefully about the question  22 that you asked.</p>	<p style="text-align: right;">Page 101</p> <p>1 BY MR. BITTON:  2 Q. Okay. So none of your opinions in your  3 report are based on an analysis of  4 cross-elasticity of demand between digital  5 advertising formats, right?  6 MR. WOLIN: Objection to form.  7 THE WITNESS: I would also point out that  8 the passages I was asked to evaluate also did not  9 rely on cross-price elasticities of different  10 advertising formats.  11 BY MR. BITTON:  12 Q. Yeah, but that was not my question,  13 Mr. Wilbur.  14 I asked you if you did any analysis of  15 cross-elasticity of demand between different  16 digital ad formats --  17 MR. WOLIN: Objection to form.  18 BY MR. BITTON:  19 Q. -- and I think your answer is that you  20 did not, right?  21 MR. WOLIN: Objection to form.  22 THE WITNESS: I think my answer is that</p>

<p style="text-align: right;">Page 102</p> <p>1 because I was not asked to evaluate any evidence  2 related to cross-price elasticities of different  3 advertising formats and because the opinions that  4 I expressed do not rely or need to rely on such  5 evidence, I did not.  6 BY MR. BITTON:  7 Q. Okay. Are you offering an opinion in  8 your report as to whether different digital ad  9 formats are competitive with each other?  10 MR. WOLIN: Objection to form.  11 THE WITNESS: I think the word "compete"  12 appears a few times in the report. But if you  13 look at the summary of opinions, I don't think any  14 of the opinions summarized relate directly to  15 competition.  16 BY MR. BITTON:  17 Q. So none of your opinions that you  18 provided relate directly to competition between  19 different digital ad formats?  20 MR. WOLIN: Objection to form.  21 THE WITNESS: Well, I think the opinions  22 I provided could be productive inputs to</p>	<p style="text-align: right;">Page 104</p> <p>1 Q. Fair enough.  2 I think you testified that advertisers  3 switching between different digital ad formats, in  4 your opinion, does not mean that they are  5 interchangeable based on the definition that you  6 used in your report for "interchangeability,"  7 right?  8 MR. WOLIN: Objection to form.  9 THE WITNESS: I would still disagree with  10 multiple parts of that question.  11 BY MR. BITTON:  12 Q. Okay. I'm going to ask you differently,  13 see if you agree with that.  14 Is it your opinion in this matter that  15 advertisers switching between different digital ad  16 formats does not mean that those digital ad  17 formats are interchangeable?  18 MR. WOLIN: Objection to form.  19 THE WITNESS: Well, I think what I said  20 in my report was that the evidence related to  21 advertisers switching between formats that was  22 presented in Professor Ghose's and Dr. Israel's</p>
<p style="text-align: right;">Page 103</p> <p>1 determinations about competition between distinct  2 digital ad formats, but I think evaluating  3 competition about distinct -- between distinct  4 digital ad formats was not in the charge that was  5 assigned to me in this matter.  6 BY MR. BITTON:  7 Q. Okay. I think you testified that  8 advertisers switching between different --  9 switching spend between different digital ad  10 formats does not mean that they are  11 interchangeable, according to your definition,  12 right?  13 MR. WOLIN: Objection to form.  14 THE WITNESS: I would disagree with  15 multiple parts of that question.  16 BY MR. BITTON:  17 Q. What parts do you disagree with?  18 A. Well, I think the definition of  19 "interchangeability" was implicitly provided by  20 Professor Ghose, not by me. It was explicitly  21 clarified by me, but I don't consider it to be my  22 definition of "interchangeability."</p>	<p style="text-align: right;">Page 105</p> <p>1 reports does not support their conclusions or  2 opinions about interchangeability of distinct  3 advertising formats.  4 I thought that evidence was of poor  5 quality and contained multiple flaws, as I pointed  6 out in my report.  7 BY MR. BITTON:  8 Q. But you have not presented evidence in  9 your report that advertisers do not switch between  10 those digital ad formats, right?  11 MR. WOLIN: Objection to form.  12 THE WITNESS: I've argued that such  13 switching, if it were to occur, would be  14 insufficient to prove that those distinct formats  15 are interchangeable, as I understand  16 Professor Ghose to intend the term.  17 BY MR. BITTON:  18 Q. Okay. But you do not dispute that  19 advertisers do switch spend between the digital ad  20 formats discussed in your report?  21 MR. WOLIN: Objection to form.  22 THE WITNESS: When you refer to</p>

<p style="text-align: right;">Page 106</p> <p>1 switching, shifting, substituting, and possibly</p> <p>2 other near synonyms, I believe you're getting into</p> <p>3 particular terms with specific legal definitions,</p> <p>4 which I don't believe I analyzed in the course of</p> <p>5 developing my opinions in this matter.</p> <p>6 BY MR. BITTON:</p> <p>7 Q. So you -- since you didn't analyze that,</p> <p>8 you have no basis to dispute that advertisers do</p> <p>9 shift spend across different digital ad formats,</p> <p>10 right?</p> <p>11 MR. WOLIN: Objection to form.</p> <p>12 THE WITNESS: I would not agree with the</p> <p>13 premise of that question, and I'm not sure what</p> <p>14 you're asking exactly if I would dispute or not.</p> <p>15 BY MR. BITTON:</p> <p>16 Q. Let me ask you this: Do you disagree</p> <p>17 with the proposition that advertisers may spend a</p> <p>18 certain amount of dollars on one digital ad</p> <p>19 format, say -- strike that. We can move on.</p> <p>20 Do you agree that advertisers determine</p> <p>21 where to spend their ad dollars across different</p> <p>22 digital ad formats based on performance measures</p>	<p style="text-align: right;">Page 108</p> <p>1 THE WITNESS: The part of "open web" in</p> <p>2 the term "open web display advertising" does not</p> <p>3 refer to a format.</p> <p>4 BY MR. BITTON:</p> <p>5 Q. What does it refer to?</p> <p>6 A. A set of market conditions in which</p> <p>7 display advertisements are bought and sold.</p> <p>8 Q. And what do you mean by a set of market</p> <p>9 conditions?</p> <p>10 A. Ways in which advertisers seek to</p> <p>11 purchase and ways in which publishers seek to</p> <p>12 sell.</p> <p>13 Q. So you're saying that open web refers to</p> <p>14 a set of market conditions, in particular, ways in</p> <p>15 which advertisers seek to purchase and ways in</p> <p>16 which publishers seek to sell?</p> <p>17 MR. WOLIN: Objection to form.</p> <p>18 THE WITNESS: Within the context of open</p> <p>19 web display, that's my understanding of open web.</p> <p>20 BY MR. BITTON:</p> <p>21 Q. And where do you get that understanding</p> <p>22 from?</p>
<p style="text-align: right;">Page 107</p> <p>1 like return on investment or return on ad spend?</p> <p>2 MR. WOLIN: Objection to form.</p> <p>3 THE WITNESS: As I argue in my report,</p> <p>4 that is one relevant criterion among many that</p> <p>5 inform such decisions.</p> <p>6 BY MR. BITTON:</p> <p>7 Q. Okay. In your report you distinguish --</p> <p>8 or you use the term "open web display</p> <p>9 advertising," right?</p> <p>10 A. Yes.</p> <p>11 Q. Is open web display advertising a</p> <p>12 distinct advertising format?</p> <p>13 MR. WOLIN: Objection to form.</p> <p>14 THE WITNESS: Distinct from what?</p> <p>15 BY MR. BITTON:</p> <p>16 Q. Distinct from other advertising formats</p> <p>17 that you are discussing in your report.</p> <p>18 A. Display advertising is a distinct</p> <p>19 advertising format.</p> <p>20 Q. Open web display advertising is not a</p> <p>21 distinct advertising format?</p> <p>22 MR. WOLIN: Objection to form.</p>	<p style="text-align: right;">Page 109</p> <p>1 A. The term "open web" has been around for a</p> <p>2 long time. It -- you know, in trade press, in</p> <p>3 conversations, in academic literature, we are not</p> <p>4 typically speaking with the same specificity that</p> <p>5 we would need to use in proceedings such as this.</p> <p>6 So open web has been around for a long</p> <p>7 time, referring to the market conditions that I</p> <p>8 mentioned a few minutes ago. It does not have to</p> <p>9 be limited to the display advertising format,</p> <p>10 although often, when we use the term "open web,"</p> <p>11 we're mostly referring to open web display.</p> <p>12 Additionally, the term "open web display"</p> <p>13 started coming into industry vernacular probably</p> <p>14 around 2020. And the first time I've -- the first</p> <p>15 time I've encountered it, I'm not entirely sure.</p> <p>16 When I read Professor Lee's report, which</p> <p>17 Professor Ghose was responding to, it didn't feel</p> <p>18 like a new term. I think I've encountered it</p> <p>19 before that.</p> <p>20 And I think that Professor Lee's</p> <p>21 description -- he provided a very careful legal</p> <p>22 quality definition, very precise definition in my</p>

<p style="text-align: right;">Page 110</p> <p>1 opinion, and I think it was consistent with what I</p> <p>2 believed the term "open web display" to mean</p> <p>3 before I read his report.</p> <p>4 Q. Okay. And you said "open web display,"</p> <p>5 that term became vernacular in 2020?</p> <p>6 MR. WOLIN: Objection to form.</p> <p>7 THE WITNESS: I've seen -- during the</p> <p>8 course of working on this case, you know, I was</p> <p>9 curious why it felt so familiar. It's not a very</p> <p>10 old term, but I didn't feel like I first read it</p> <p>11 in Professor Lee's report. And you can find</p> <p>12 references to it in IAB documents and trade press</p> <p>13 articles going back at least to 2020.</p> <p>14 BY MR. BITTON:</p> <p>15 Q. Okay.</p> <p>16 MR. WOLIN: Counsel, we've been going for</p> <p>17 about an hour. So I don't know if you want to --</p> <p>18 when we get a good stop for a break.</p> <p>19 MR. BITTON: Sure. We can stop.</p> <p>20 VIDEO TECHNICIAN: Off the record at</p> <p>21 12:03.</p> <p>22 (A recess was taken.)</p>	<p style="text-align: right;">Page 112</p> <p>1 advertising?</p> <p>2 MR. WOLIN: Objection to form.</p> <p>3 THE WITNESS: If I recall correctly,</p> <p>4 that's in figure 2 of my report. There's a</p> <p>5 variety of different standard ad formats defined</p> <p>6 by the IAB that constitute the more general</p> <p>7 category of display advertising.</p> <p>8 And so the ads that meet those format</p> <p>9 definitions that are transacted in the open</p> <p>10 marketplaces that we spoke about earlier I think</p> <p>11 meet the definition of open web display.</p> <p>12 BY MR. BITTON:</p> <p>13 Q. But the IAB report you're referring to in</p> <p>14 figure 2, it doesn't define what is open web</p> <p>15 display advertising, right?</p> <p>16 A. This is one definition among a set of</p> <p>17 advertising format definitions. It defines</p> <p>18 display format advertising. And so I then</p> <p>19 narrowed display format advertising according to</p> <p>20 the means by which it's typically transacted</p> <p>21 within in order to provide my understanding of</p> <p>22 open web display advertising.</p>
<p style="text-align: right;">Page 111</p> <p>1 VIDEO TECHNICIAN: Back on the record at</p> <p>2 12:50.</p> <p>3 BY MR. BITTON:</p> <p>4 Q. Welcome back, Mr. Wilbur.</p> <p>5 So I want to return back to your</p> <p>6 definition of the term "open web display</p> <p>7 advertising."</p> <p>8 What's included in open web display</p> <p>9 advertising?</p> <p>10 MR. WOLIN: Objection to form.</p> <p>11 THE WITNESS: Well, I think it's not</p> <p>12 specifically my definition, but I understand it to</p> <p>13 be roughly the intersection of what I've thought</p> <p>14 for a long time as open web advertising and</p> <p>15 display advertising.</p> <p>16 So a particular means of transacting</p> <p>17 display advertising using the format that I think</p> <p>18 has been described well and completely by the IAB</p> <p>19 in their internet advertising revenue report.</p> <p>20 BY MR. BITTON:</p> <p>21 Q. So can you state which ads -- which types</p> <p>22 of ads are included in open web display</p>	<p style="text-align: right;">Page 113</p> <p>1 Q. So you agree that there is no definition</p> <p>2 here in the IAB resource that you cited of the</p> <p>3 term "open web display advertising," right?</p> <p>4 A. That's not the purpose of this resource,</p> <p>5 and so of course it does not define something</p> <p>6 outside of its own purpose.</p> <p>7 Q. But you -- I'm asking a very simple</p> <p>8 question.</p> <p>9 The term "open web display advertising"</p> <p>10 is not defined in the IAB resource that you're</p> <p>11 relying on in this report, correct?</p> <p>12 MR. WOLIN: Objection to form.</p> <p>13 THE WITNESS: The reason I relied on the</p> <p>14 IAB resource was to clarify an omission --</p> <p>15 BY MR. BITTON:</p> <p>16 Q. Mr. Wilbur, I'm asking you not the</p> <p>17 reason. What --</p> <p>18 MR. WOLIN: Counsel, let him finish --</p> <p>19 BY MR. BITTON:</p> <p>20 Q. -- I'm asking you --</p> <p>21 MR. WOLIN: -- his answer. We're not</p> <p>22 going to have --</p>



<p style="text-align: right;">Page 114</p> <p>1 MR. BITTON: But he's not answering my 2 question. 3 MR. WOLIN: Counsel, let him finish. 4 BY MR. BITTON: 5 Q. I'm asking if this resource that you rely 6 on, figure 2, the IAB resource, does it or does it 7 not define the term "open web display 8 advertising"? That's the only question I asked, 9 and it's a yes or no answer. 10 MR. WOLIN: Counsel -- objection to form. 11 You may answer the question as you need 12 to to testify truthfully. 13 BY MR. BITTON: 14 Q. Do you want me to restate the question, 15 Mr. Wilbur? 16 A. Sure. 17 Q. The IAB resource that you're relying on 18 in figure 2, does it or does it not define the 19 term "open web display advertising"? 20 MR. WOLIN: Objection to form. 21 THE WITNESS: It defines "display 22 advertising" as a format without reference to</p>	<p style="text-align: right;">Page 116</p> <p>1 Is the term "open web display 2 advertising" defined in the IAB resource in 3 figure 2, yes or no? 4 MR. WOLIN: Objection to form. Asked and 5 answered. 6 THE WITNESS: Should I answer? 7 MR. WOLIN: You can answer. 8 THE WITNESS: I think the definition of 9 "open web display advertising" is informed by 10 figure 2, specifically the display format, which 11 is one of the two components of the definition of 12 "open web display advertising," is defined in 13 figure 2. 14 BY MR. BITTON: 15 Q. Yeah, it seems like you're refusing to 16 answer my question, Mr. Wilbur -- because it's a 17 very simple question. 18 Do you anywhere in figure 2 see the 19 definition of the term "open web display 20 advertising"? 21 MR. WOLIN: Objection to form. Asked and 22 answered. Argumentative.</p>
<p style="text-align: right;">Page 115</p> <p>1 means of advertising transactions. 2 BY MR. BITTON: 3 Q. So is your answer that the IAB resource 4 in figure 2 of your report does not define the 5 term "open web display advertising"? 6 MR. WOLIN: Objection to form. 7 THE WITNESS: I think it informs the term 8 with respect to the display format, which is one 9 of the two integral components of the definition 10 of "open web display advertising." 11 BY MR. BITTON: 12 Q. So you're saying it defines part of the 13 term "open web display advertising," but you 14 cannot point me to anything in figure 2 where it 15 states a definition of the term "open web display 16 advertising," correct? 17 MR. WOLIN: Objection to form. 18 THE WITNESS: But that's not the purpose 19 of figure 2. 20 BY MR. BITTON: 21 Q. But that's not my question. I asked you 22 a very simple yes or no question.</p>	<p style="text-align: right;">Page 117</p> <p>1 You may answer. 2 THE WITNESS: I understand that I am not 3 limiting my answer to the two potential answers 4 you provided to your question, but I believe that 5 I am answering your question to the best of my 6 ability. 7 BY MR. BITTON: 8 Q. I don't believe you are, but we'll move 9 on. 10 So what -- I'll revert back to the other 11 question. 12 What exactly is included in the term 13 "open web display advertising"? 14 MR. WOLIN: Objection to form. 15 THE WITNESS: I'm happy to repeat my 16 previous answer. My understanding is that it is 17 the intersection of "open web advertising" and 18 "display advertising." It is ads that fall into 19 the display format defined by the IAB that are 20 transacted in what are commonly called open 21 environments, as we discussed earlier. 22</p>

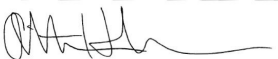


<p style="text-align: right;">Page 118</p> <p>1 BY MR. BITTON:</p> <p>2 Q. Okay. So you distinguished two things.</p> <p>3 You said open web advertising and display</p> <p>4 advertising.</p> <p>5 What is open web advertising?</p> <p>6 MR. WOLIN: Objection to form.</p> <p>7 THE WITNESS: Digital advertisements --</p> <p>8 I'm sorry. Could you repeat your question,</p> <p>9 please?</p> <p>10 BY MR. BITTON:</p> <p>11 Q. You stated, My understanding is that it's</p> <p>12 the intersection of "open web advertising" and</p> <p>13 "display advertising."</p> <p>14 So what is open web advertising?</p> <p>15 A. Thank you.</p> <p>16 Advertisements that are presented to</p> <p>17 consumers on the web, which are transacted through</p> <p>18 what are commonly called open marketplaces.</p> <p>19 Q. And what are you referring to when you</p> <p>20 say open marketplaces?</p> <p>21 A. Oh -- yeah, so this is I think what we</p> <p>22 covered earlier. These are marketplaces where</p>	<p style="text-align: right;">Page 120</p> <p>1 BY MR. BITTON:</p> <p>2 Q. Is it your opinion that apps are not</p> <p>3 included in the term "open web"?</p> <p>4 MR. WOLIN: Objection to form.</p> <p>5 THE WITNESS: I think most people --</p> <p>6 there may not be a single answer to that. It may</p> <p>7 depend on who's using it and whether they're using</p> <p>8 it carefully.</p> <p>9 But I think most people would say "web"</p> <p>10 does not imply apps.</p> <p>11 BY MR. BITTON:</p> <p>12 Q. Okay. And is it your opinion that</p> <p>13 display ads that are transacted on anything other</p> <p>14 than open marketplaces that you refer to are not</p> <p>15 interchangeable with display ads that are</p> <p>16 transacted in different ways?</p> <p>17 MR. WOLIN: Objection to form.</p> <p>18 THE WITNESS: Can I restate your question</p> <p>19 to confirm my understanding?</p> <p>20 BY MR. BITTON:</p> <p>21 Q. Sure.</p> <p>22 A. Are open in-app advertisements</p>
<p style="text-align: right;">Page 119</p> <p>1 most advertisers are able to participate as buyers</p> <p>2 if they want to, and most publishers are able to</p> <p>3 participate as sellers if they want to without</p> <p>4 stringent limitations on which buyers and sellers</p> <p>5 are allowed to participate.</p> <p>6 Q. So you're saying that the term "open web"</p> <p>7 means marketplaces where most advertisers are able</p> <p>8 to participate as buyers if they want to and most</p> <p>9 publishers are able to participate as sellers if</p> <p>10 they want to?</p> <p>11 A. And I think I --</p> <p>12 MR. WOLIN: Objection to form. Sorry.</p> <p>13 THE WITNESS: Sorry.</p> <p>14 I think I also included where the units</p> <p>15 being transacted are advertisements that are</p> <p>16 presented to consumers on the web or on websites.</p> <p>17 BY MR. BITTON:</p> <p>18 Q. On websites only. So the open web</p> <p>19 includes only websites? That's your opinion?</p> <p>20 MR. WOLIN: Objection to form.</p> <p>21 THE WITNESS: I think "web" implies</p> <p>22 websites.</p>	<p style="text-align: right;">Page 121</p> <p>1 interchangeable with in-app advertisements that</p> <p>2 are transacted in closed marketplaces?</p> <p>3 Q. I wasn't confining myself to in-app or</p> <p>4 web. I was asking you, are display advertisements</p> <p>5 that are transacted outside of open marketplaces,</p> <p>6 as you defined it, in your opinion not</p> <p>7 interchangeable with display ads that are</p> <p>8 transacted on open marketplaces?</p> <p>9 MR. WOLIN: Objection to form.</p> <p>10 THE WITNESS: I think I've argued in my</p> <p>11 report in several places identifying what I</p> <p>12 consider to be some key differences in the</p> <p>13 benefits and costs from an advertiser's</p> <p>14 perspective between display advertisements</p> <p>15 transacted in open markets and in non-open</p> <p>16 environments.</p> <p>17 BY MR. BITTON:</p> <p>18 Q. But your definition of interchangeable,</p> <p>19 for purposes of your report that you -- let me</p> <p>20 strike that.</p> <p>21 The definition that you relied on for the</p> <p>22 word "interchangeable" in your report is whether</p>

<p style="text-align: right;">Page 246</p> <p>1 MR. WOLIN: Objection to form.</p> <p>2 THE WITNESS: No. As I've made clear</p> <p>3 today, this is my report, and I was assisted in</p> <p>4 preparing it by several individuals at the</p> <p>5 Brattle Group.</p> <p>6 BY MR. BITTON:</p> <p>7 Q. Okay.</p> <p>8 A. Oh. We do not cite depositions from</p> <p>9 Meta.</p> <p>10 Q. Okay. And you said there were about a</p> <p>11 hundred depositions taken in the case?</p> <p>12 A. That's what the support team informed me.</p> <p>13 Yes.</p> <p>14 Q. Okay. And how many deposition</p> <p>15 transcripts did you review to prepare your report?</p> <p>16 A. Oh. I looked at passages of the</p> <p>17 transcripts that we cite, and I've looked at --</p> <p>18 I've reviewed a few other passages and a few other</p> <p>19 depositions as well that we did not rely upon.</p> <p>20 Q. Which deposition transcript did you</p> <p>21 review that you did not rely upon in your report?</p> <p>22 A. I wouldn't be able to identify that</p>	<p style="text-align: right;">Page 248</p> <p>1 executives?</p> <p>2 BY MR. BITTON:</p> <p>3 Q. That's not -- the question was, what made</p> <p>4 you think that eight deposition transcripts was</p> <p>5 enough to form your views in a case that has</p> <p>6 testimony from a hundred individuals?</p> <p>7 MR. WOLIN: Objection to form.</p> <p>8 THE WITNESS: I've been communicating</p> <p>9 with advertising executives in many forms for</p> <p>10 20 years. I have a pretty good sense of when</p> <p>11 their statements are illuminative.</p> <p>12 I also have a pretty good sense that more</p> <p>13 accurate and more representative information can</p> <p>14 be observed by analyzing advertiser behaviors more</p> <p>15 so than advertiser statements. Of course that's</p> <p>16 not an absolute. It depends on the question at</p> <p>17 hand and depends on the information available.</p> <p>18 But the -- you know, the evidence I've</p> <p>19 cited throughout my report is sufficient, in my</p> <p>20 judgment, to reach the opinions that I've</p> <p>21 expressed. The cases where I relied on deposition</p> <p>22 transcripts were primarily illustrative of the</p>
<p style="text-align: right;">Page 247</p> <p>1 purely based off memory.</p> <p>2 Q. How many deposition transcripts of</p> <p>3 different witnesses do you cite in your report?</p> <p>4 A. Eight.</p> <p>5 Q. Eight. So you rely on eight out of the</p> <p>6 hundred deposition transcripts that were produced</p> <p>7 in this case?</p> <p>8 A. Yes.</p> <p>9 Q. And how do you -- strike that.</p> <p>10 So that's less than 10 percent of the</p> <p>11 deposition transcripts that you were relying on</p> <p>12 for your report, right?</p> <p>13 A. Eight is less than 10 percent of 100. I</p> <p>14 agree.</p> <p>15 Q. Okay. What made you think that eight</p> <p>16 deposition transcripts was enough to form your</p> <p>17 views in a case that has testimony from a hundred</p> <p>18 individuals?</p> <p>19 MR. WOLIN: Objection to form.</p> <p>20 THE WITNESS: Is it fair to interpret</p> <p>21 that question as saying why didn't you rely</p> <p>22 primarily on depositions of advertising industry</p>	<p style="text-align: right;">Page 249</p> <p>1 opinions that I reached about the statements about</p> <p>2 advertisers in Professor Ghose and Dr. Israel's</p> <p>3 reports.</p> <p>4 BY MR. BITTON:</p> <p>5 Q. Did you -- you have shared opinions in</p> <p>6 your report about the interchangeability between</p> <p>7 social media advertising and display advertising,</p> <p>8 right?</p> <p>9 A. I would say about the lack of</p> <p>10 interchangeability.</p> <p>11 Q. Okay. And you testified earlier that</p> <p>12 Meta operates through major social media</p> <p>13 platforms?</p> <p>14 A. Sure. Yeah.</p> <p>15 Q. But you're also testifying that you did</p> <p>16 not review the deposition transcripts of Meta to</p> <p>17 inform your opinions in this case, right?</p> <p>18 MR. WOLIN: Objection to form.</p> <p>19 THE WITNESS: Meta competes with sellers</p> <p>20 of open web display advertising.</p> <p>21 BY MR. BITTON:</p> <p>22 Q. Okay. Any examples of sellers of open</p>

<p style="text-align: right;">Page 250</p> <p>1 web display advertising that Meta competes with?</p> <p>2 MR. WOLIN: Objection to form.</p> <p>3 THE WITNESS: Within the context of this</p> <p>4 case, that's a detailed and technical analysis</p> <p>5 that I was not retained to perform.</p> <p>6 And if I could go back and augment one</p> <p>7 previous answer I think was incomplete. I</p> <p>8 reviewed more deposition transcripts than what I</p> <p>9 relied upon. I reviewed the passages of</p> <p>10 deposition transcripts that were included in the</p> <p>11 Professor Ghose and Dr. Israel reports.</p> <p>12 BY MR. BITTON:</p> <p>13 Q. Okay. But my question was, any examples</p> <p>14 of sellers of open web display advertising that</p> <p>15 Meta competes with?</p> <p>16 MR. WOLIN: Objection to form.</p> <p>17 THE WITNESS: I believe I just answered</p> <p>18 that completely. I'd be happy to repeat it if you</p> <p>19 like.</p> <p>20 BY MR. BITTON:</p> <p>21 Q. Okay. So -- okay. So you don't have</p> <p>22 examples, but you agree that Meta competes with</p>	<p style="text-align: right;">Page 252</p> <p>1 A. I asked my support team to identify</p> <p>2 relevant passages in all of the 100 produced -- or</p> <p>3 100 or so produced depositions.</p> <p>4 Q. Okay. So you only read selected parts of</p> <p>5 each witness' deposition testimony to prepare the</p> <p>6 opinions in your report?</p> <p>7 MR. WOLIN: Objection to form.</p> <p>8 THE WITNESS: Like I said, the role of</p> <p>9 the deposition quotes that I included was more for</p> <p>10 illustration of key points that I supported with</p> <p>11 generally more relevant and complete evidence.</p> <p>12 BY MR. BITTON:</p> <p>13 Q. Okay.</p> <p>14 MR. BITTON: Okay. Let's pull up some of</p> <p>15 Mr. Bradbury's testimony that you did not cite in</p> <p>16 your report or perhaps did not review in</p> <p>17 preparation of your report.</p> <p>18 We'll mark Mr. Bradbury's deposition</p> <p>19 testimony as Wilbur Exhibit 12.</p> <p>20 (Wilbur Deposition Exhibit 12 marked for</p> <p>21 identification and attached to the</p> <p>22 transcript.)</p>
<p style="text-align: right;">Page 251</p> <p>1 sellers of open web display advertising?</p> <p>2 MR. WOLIN: Objection to form.</p> <p>3 THE WITNESS: Like I said, I don't think</p> <p>4 I was retained to evaluate that in this case. And</p> <p>5 that's a careful and delicate analysis that needs</p> <p>6 to be performed carefully.</p> <p>7 BY MR. BITTON:</p> <p>8 Q. Okay. You cite -- you cite the testimony</p> <p>9 of Bo Bradbury in your expert report, right?</p> <p>10 A. I'm very bad with names. I should</p> <p>11 double-check before I confirm.</p> <p>12 Yes, I do.</p> <p>13 Q. Yeah. It's in paragraph 18, footnote 7,</p> <p>14 of your report.</p> <p>15 A. Confirmed.</p> <p>16 Q. Okay. Did you review his entire</p> <p>17 deposition transcript?</p> <p>18 A. No, I did not.</p> <p>19 Q. You only read parts of it?</p> <p>20 A. Yes.</p> <p>21 Q. How did you determine what parts of his</p> <p>22 deposition testimony to read?</p>	<p style="text-align: right;">Page 253</p> <p>1 BY MR. BITTON:</p> <p>2 Q. Professor Wilbur, I'd like to direct your</p> <p>3 attention to page 144 of Mr. Bradbury's testimony.</p> <p>4 That's on the -- you know, the overall page 35 --</p> <p>5 sorry, I misspoke. 37.</p> <p>6 And I'll direct you to line 13 where the</p> <p>7 following question is asked of Mr. Bradbury: "Are</p> <p>8 there times on a given campaign where it's</p> <p>9 necessary for an advertiser to shift from one</p> <p>10 channel to another based on what they're seeing in</p> <p>11 terms of campaign success and key performance</p> <p>12 indicators?"</p> <p>13 Do you see that?</p> <p>14 A. That's page 145, line 13?</p> <p>15 Q. No. 144, line 13.</p> <p>16 A. Oh, thank you.</p> <p>17 I do see that.</p> <p>18 Q. Okay. And what -- and then Mr. Bradbury</p> <p>19 answers, "Yes. I would also add that and maybe</p> <p>20 shifts within the channel."</p> <p>21 Do you see that?</p> <p>22 A. Yes.</p>

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1 CERTIFICATE OF NOTARY PUBLIC  
2 I, CHRISTINA S. HOTSKO, the officer before  
3 whom the foregoing deposition was taken, do hereby  
4 certify that the witness whose testimony appears in  
5 the foregoing deposition was duly sworn by me; that  
6 the testimony of said witness was taken by me in  
7 stenotypy and thereafter reduced to typewriting under  
8 my direction; that said statement is a true record of  
9 the proceedings; that I am neither counsel for,  
10 related to, nor employed by any of the parties to the  
11 action in which this statement was taken; and,  
12 further, that I am not a relative or employee of any  
13 counsel or attorney employed by the parties hereto,  
14 nor financially or otherwise interested in the  
15 outcome of this action.  
16 Dated: March 5, 2024  
17  
18   
19 CHRISTINA S. HOTSKO  
20 Notary Public in and for the  
21 District of Columbia  
22 My commission expires:  
23 1 January 2027

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